No. 12880

IN THE

United States Court of Appeals

FOR THE NINTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

vs.

GUY F. ATKINSON CO., a Corporation, and J. A. JONES CONSTRUCTION CO., a Corporation,

Respondent.

On Petition for Enforcement of an Order of the National Labor Relations Board

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Amicus Curiae Brief of Local 370, International Union of Operating Engineers, AFL

SHAW & BORDEN CO. 3D4057

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AUTHORITIES CITED

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Respondent.

SUPPLEMENTAL STATEMENT OF THE CASE

The National Labor Relations Board has found that the respondent employer, Guy F. Atkinson Co. and J. A. Jones Construction Co., violated Section 8 (a) (3) and (1) of the Act by discharging Chester R. Hewes in accordance with the provisions of a closed shop contract entered into by Respondent and Local 370, International Union of Operating Engineers, AFL, hereinafter referred to as Local 370. Further, the National Labor Relations Board found that Respondent violated Section 8 (a) (1) of the Act by reason of rendering illegal assistance to the Operating Engineers (R. 54). Upon the facts surrounding the operations of Respondent at the Hanford Atomic Energy Works, the Board found that these operations constitute activities affecting commerce within the

purview of the Act and further determined that it would effectuate the policies of the Act for the Board to exercise jurisdiction in this case (R. 48-49, 67), stating further that its abstention from exercising jurisdiction over the construction industry was a matter of administrative choice under the National Labor Relations Act rather than a legal necessity.

Pursuant to the terms of the construction-collective bargaining agreement executed on August 16, 1947 (R. 149-150), Hewes was released from employment with Respondent pursuant to the request of Local 370 (R. 74-75, 143, 161, 179).

The Board then determined the discharge of Hewes to be violative of the Act, asserting that Local 370 could not have been the representative designated by a majority of employees in an appropriate bargaining unit as required by the proviso to Section 8 (3) of the Act, and therefore the collective bargaining agreement was illegal and the discharge of Hewes in violation of Section 8 (a) (3) and 8 (a) (1) of the amended Act. Further the Board found that Respondent gave illegal assistance to Local 370 in violation of Section 8 (a) (1) of the Act by contracting with Local 370 at a time when no showing had been made that Local 370 represented a majority of the operating engineers working for Respondent, and by requiring its operating engineer employees to become and remain members of Local 370 in good standing.

SUMMARY OF ARGUMENT OF LOCAL 370

I.

The Board erred in finding that Respondent discriminatorily discharged Hewes in violation of Section 8 (a) (3) and 8 (a) (1) of the Act by reason of the fact that the closed shop agreement between Respondent and Local 370 constitutes an adequate defense to the discharge of Hewes.

II.

Enforcement of the Board's order would not effectuate the express purposes of the Act and be violative of the congressional mandate in that it would serve to disrupt the orderly pattern of labor relations in a large segment of industry rather than promote stability and order in dealings between management and labor.

III.

The Board's order is violative of the intent of the Congress and represents a denial of due process of law guaranteed by the Fifth Amendment to the Constitution of the United States.

ARGUMENT

I.

The Board erred in holding the discharge of Hewes to have been discriminatory and in violation of Section 8 (a) (3) *and* 8 (a) (1) *of the Act.*

The position taken by the Board in support of its contention that the discharge of Hewes constitutes a violation of Section 8 (a) (3) of the amended Act is roughly that the proviso of Section 8 (3) of the Act has no application in the present instance because it would have been impossible for the employees of Respondent to have made a democratic selection of their representative at a time when the Respondent did not have a representative complement of employees within the operating engineer categories in his employ. The Board's position assumes that at some time during the operation of the construction project payroll expansion would have reached a point where it would have been proper for the Board to process an election for union representation upon petition. The position thus taken by the Board, however, flies in the face of realism when applied to the construction industry. The ex-General Counsel of the National Labor Relations Board, Mr. Denham, has recognized the facts of peculiar circumstances obtaining to the construction industry in his testimony before the Joint Congressional Labor Committee, Page 64, wherein he stated as follows:

"The construction industry as far as this is concerned presents a problem which is quite different from the problem that is found in a fixed employment industry. The fluidity of the employment, temporary nature of the job and all of these things have required that we approach that from a wholly different angle. If you try to set up an election on a construction job and you take it as it is today and hold an election next week, there is grave danger of finding at least a large percentage of employees who are on that job will be gone and will be someplace else doing something else. * * *

"You cannot vote them by jobs because the jobs are so unstable."

At the time of the execution of the August 16, 1947, collective bargaining agreement there existed no possibility of obtaining Board action in determining whether or not Local No. 370 was the appropriate bargaining representative of any categories of manual employees at Hanford Works, nor was it possible to ascertain the exact scope of the work which Respondent would be required to do on the project and the numbers of workmen necessary to staff the contract requirements (R. 191-192).

It may be argued further that the Board erred in finding the contractor at fault for recognizing Local 370 as the proper collective bargaining agent for its several members employed by the contractor at Hanford Works at the time of the signing of the August 16, 1947, collective bargaining agreement. Testimony

was elicited at the initial hearing that a number of members of Local 370 were employed by the contractor at the date the August 16 agreement was signed (R. 187). Actually, at the date of the signing of the August 16 agreement there were on the payroll of the contractor ten manual employees, members of International Union of Operating Engineers, Local 370, all of whom had designated Local 370, International Union of Operating Engineers, as their authorized collective bargaining agent.

> (Bargaining authorizations for all ten of these individuals were obtained at the time of their application for membership in the International Union of Operating Engineers. The records of two individuals who were initiated into locals other than Local 370 are unobtainable.) (See appendix.)

Upon inquiry by the Board with regard to the designation of bargaining authority on the part of these employees of the contractor, it might properly have been found that they constituted an appropriate unit and were currently being represented in collective bargaining by Local 370. The fact, however, stands out that at the time the Board made no such inquiry, but continued to pursue its practice of abstaining from exercising its jurisdiction over the building and construction industry, which policy it had pursued from the inception of the National Labor Relations Act in 1935.

Further inquiry on the part of the Board would have disclosed that at the date of the execution of the col-

lective bargaining agreement of August 16, 1947, a closed-shop pattern of bargaining (R. 188) with the Associated General Contractors of America, Spokane Chapter, had existed for a period of many years throughout the area of eastern Washington and northern Idaho, of which the Hanford Project is a part; that the Associated General Contractors, Spokane Chapter, had recognized the right of Local No. 370 to bargain for its members in the area covered for a like period of years; that both of the corporate entities comprising the joint venture of Atkinson-Jones Construction Company had been and were at the time members of the Associated General Contractors of America; that members of any Chapter of the Associated General Contractors doing work in an area other than that of their immediate affiliation are expected to abide by the wage scales and working conditions imposed by Associated General Contractors collective bargaining agreements applicable to the area in which the work is to be done; that further the wage scales presently established in 1947 pursuant to the collective bargaining agreement executed by the Operating Engineers with the Associated General Contractors of America, Spokane Chapter, were recognized as controlling and applicable to work done on the Hanford Project by the Davis-Bacon Section of the Department of Labor, and lastly that the need for a separate "job contract" covering the operations of the contractor on the Hanford Works arose solely by reason

of the peculiar nature of the work and exigencies of security, which required employees of the contractor to travel long distances within secured and barricaded areas in order to arrive at the site of their work, and that unusual protective measures were required to be enforced because of the potential physical hazard inherent in operations undertaken at or near areas of possible radioactive contamination.

It is also averred that the Board was remiss in not making a more substantial inquiry into the actualities of the bargaining authorizations, which had been granted to Local No. 370 by the individual employees of the contractor at the time the collective bargaining agreement of August 16, 1947, was entered into. At that date there were in the employ of the contractor at Hanford Works ten individuals doing work within the generally recognized jurisdiction of International Union of Operating Engineers, all of whom were members of the International Union of Operating Engineers, and each of whom had signed bargaining authorization cards designating International Union of Operating Engineers as his bargaining representative.

It has been pointed out in testimony (R. 189-190) that the employer was required by contract and the exigencies of the emergency construction program at Hanford Works to begin work as soon as possible and to staff the job to the utmost of its ability with competent workmen immediately. Further that the em-

ployer as a heavy construction contractor engaged in substantial contract activities on the west coast throughout a period of years relied upon the union organizations possessing the skilled members in occupational categories, which it thought it would need in completing its contract. Pursuant to its expressed practice, therefore, the employer on August 16, 1947, had in its employ ten manual employees, members of Local No. 370, consisting of two power equipment operators, five bulldozer operators, one motor patrol operator and two heavy duty mechanics, all of whom had designated International Union of Operating Engineers as their respective bargaining agent. This fact might have been disclosed by inquiry on the part of the Board, but by reason of its then current policy of abstention from exercising jurisdiction over the construction industry as such, no inquiry was ever made.

Assuming arguendo that the Board might realistically have accepted either of the two types of bargaining units (discussed above) as being appropriate, had it then exercised jurisdiction over the construction industry, there remains still another factor in the history of the collective bargaining agreement of August 16, 1947, which should rightfully have been considered by the Board as bearing upon the appropriateness of units described in the agreement itself. The record discloses (R. 176, 180) that Respondent following the traditional practice of the industry arranged a negotiational meeting at Spokane, Washington, with

> "several component unions of the Pasco Building and Construction Trades Council, with certain other International unions affiliated with the Building and Construction Trades Department of the American Federation of Labor" (R. 176)

which meeting was arranged

> "through the agency of Mr. Harry Ames, who is Executive Secretary of the Washington State Department of the Building Trades and Construction Department of the American Federation of Labor" (R. 180-181).

It may thus be contended that the Respondent recognized that de facto control over the skilled labor supply which it would need to man its project at Hanford Works resided in the Pasco Building and Construction Trades Council and in the component unions thereof.

With regard to Local No. 370, International Union of Operating Engineers, therefore, any one of three units might have been recognized as advancing "the policy of efficient collective bargaining."

1. All Operating Engineers within the geographical area covered by the Associated General Contractors of America's collective bargaining agreement of February 28, 1947.

2. All Operating Engineers employed on the project at Hanford Works on August 16, 1947, or to be employed thereon in the future, it having been demonstrated that members employed at that date had granted bargaining authorization to Local 370.

3. Local 370 as a member of the Pasco Building and Construction Trades Council enjoyed recognition as the representative of Engineers in an appropriate unit within the geographical area of that Council. It may further be noted to the Court's attention that the Council type of collective bargaining is common within the construction industry, particularly when applied to jobs in isolated areas. Collective bargaining agreements covering all construction employers on the Arco (Idaho) Atomic Energy site, also within the jurisdiction of Local 370, have been made with the Pocatello Building and Construction Trades Council, and have proven satisfactory both to the employers and labor organizations concerned.

The history of collective bargaining between the Respondent and Local 370, leading up to the collective bargaining agreement of August 16, 1947, indicates that both the employer and the union recognize that each or all of the aforementioned units were appropriate for purposes of their bargaining. It is incredible that according to its expressed standards the Board could find otherwise if it chose (*Pittsburg Plate Glass Co. v. N. L. R. B.,* 313 U. S. 146, 165), but inasmuch as the Board had through its policy of administrative abstention never made such a decision in the construction industry (*Johns-Manville Corporation,* 61 N. L. R. B. 1), it is academic to argue that the Board might or might not have determined one or all of these three units to be appropriate and if a decision on this point

were reached, as to whether it could feasibly hold an election.

It is therefore both inappropriate and unrealistic for the Board at a much later date to apply retroactively criteria for determining appropriate bargaining units which were not, by the Board's admission, practical or available at the time the initial agreement was signed and which criteria when applied retroactively threaten to deprive both labor and management within the construction industry of the benefits of a practice which was sanctioned and encouraged by the National Labor Relations Board itself.

II.

Enforcement of the Board's order would disrupt the orderly pattern of bargaining in the construction industry and do violence to the express purposes of the Act.

The Board erred in not giving due consideration to factors inherent in the construction industry, which have been recognized in practical application not only by the construction contractors and the several construction labor organizations serving them, but the Board itself.

In the interest of clarification and at the risk of apparent digression, the essential function and raison d'etre of the heavy construction union is to supply contractors with whom it has executed a collective bar-

gaining agreement with manual employees competent to perform the work required of them.

With regard to its own individual membership, the local union acts as a clearing house or intermediary between the contractors themselves and the individual members of the union. Inasmuch as the normal construction job is of short duration, it is, as a practical matter, nearly impossible for the average manual craftsman to forecast his job opportunities for a period of more than a few weeks or months at the most. At the conclusion of work on a job which may provide only a short term of employment, in the absence of a labor clearing house such as provided by the construction union, it would be necessary for the individual craftsman, particularly in areas of sparse population, to spend a considerable period of time, and travel over an enormous territory in an effort to find new employment suited to his skill. As a union member, however, it is usually only necessary for the individual member to phone or to write the central dispatching agency of his local organization or to contact one of its several field representatives in order to obtain new employment within a period of days.

Reciprocally, the construction contractor having completed one job finds it economically unfeasible to retain on his payroll all of the craftsmen which he will need to staff his next contract (R. 185). In the case of Local 370, it is entirely possible for a skilled mem-

ber to have worked in the area of southern Idaho for a period of two weeks, to have then been dispatched to a job in eastern Washington more than seven hundred miles away for a period of a week or less, to have then been redispatched to a further and different job in northern Idaho, three hundred miles distant, never having left the territorial jurisdiction of Local 370. Further, by virtue of the area-wide agreements which exist within Local 370's territory, it is possible for the craftsman to anticipate stable wages and working conditions before going to work on a job to which he is dispatched. On the other hand the contractor is also assured of a ready supply of skilled craftsmen which he may request from the union by virtue of his collective bargaining agreement with them. He also has a further assurance of stability in wages and working conditions for the fixed period of the collective bargaining agreement and is therefore placed in a position where he may bid for new work with complete foreknowledge of his labor costs, and knowledge that job grievances will not impede his work.

In the particular circumstances surrounding the activation of the construction program at Hanford Works, Respondent was placed in a position where it was necessary for it to procure workmen at once. The exigencies of the construction program were such as to require only the highest skills; the numbers of craftsmen eventually to be employed upon the project were forecast to be tremendous and in actual effect

during the peak of construction amounted to over 16,000 construction workers in all categories of manual employment. In the case of the Operating Engineers, the area immediately surrounding the Hanford Works would not have been able to provide more than a very small fraction of the skilled operators required for the initial phases of the project alone.

As has been pointed out previously, the economic symbiosis existing between the construction contractor and the construction trade unions has developed such that far from relying upon the construction craft union as its most reliable and efficient source of labor, the construction contractor has recognized the construction labor organization as being the sole procurement agency through which it might obtain the proper skills in sufficient numbers to fulfill its contract commitments on a large job. Such was the case and Respondent's position on August 16, 1947. As soon as the skilled manpower requirements of the job could be forecast with any accuracy by the Respondent, Local 370 was required to draw from throughout its entire membership, at that time being in excess of 3,000 men, in order to obtain the requisite skills at the required time. Such was the size and urgency of the project as it was first envisioned in 1947 that on many occasions calls for particular categories of craftsmen which were in short supply in the northwest were made by telephone as far as the eastern seaboard, the men thus called quite occasionally flying immediately to the job in order that

the construction program might not be impeded in any way.

It is a matter of agreement on the part of the contractors as evidenced in part by their collective bargaining practices, that the several A. F. of L. construction craft unions have in the northwest a virtual monopoly of the skilled labor required by those contractors. Nor may it be successfully contended that this practice of collective bargaining has arisen from any causes other than those of mutual convenience and necessity. The construction contractor has jobs to let; the skilled craftsman has his skill to sell. The union, by virtue of its collective bargaining agreement, serves as the catalytic agent to bring about the fusion of the needs of both contractors and workmen.

The foregoing discussion has not been addressed to the Court for the purpose of attempting to justify a method of procedure within the construction industry on the basis either that it has been historically recognized or is expedient for both labor and management, but is called to the Court's attention for the sole purpose of demonstrating to the Court that the Board erred in failing to recognize that industry practice which had been sanctioned by its policy of abstention from accepting jurisdiction over the construction industry. Failure to take cognizance of its own policy and the reliance of the industry thereon by the Board has resulted in an inequity and represents an arbi-

trary and capricious exercise of the administrative authority granted the Board.

The Board having chosen as a matter of administrative discretion not to exercise jurisdiction over the construction industry under the original Act in any instance, both Respondent and Local 370, confident that the Board's expressed policy would continue to obtain, in all good faith entered into the collective bargaining agreement of August 16, 1947, in accordance with the historically accepted practice of the industry (R. 181, 187 through 188).

Subsequent to the time when the Board declared that it would exercise jurisdiction over the construction industry with reference to representation and union authorization petitions, it continued, however, to withhold from both Local 370 and Respondent recourse to the procedures for the determination of representatives expressed in the amended Act (R. 198, 199, 200-203).

The Board has recently recognized that in equity and good conscience it should not penalize parties to collective bargaining agreements while at the same time withholding from them the benefits guaranteed by the Act which might allow them to avoid the imposition of the penalty. In the first instance of its kind in sixteen years, the Board directed a certification election and a union shop authorization election in a

single-craft unit of the building and construction industry. In the language of the Board:

> "The shield should go with the sword * * *. If the Board is to continue to in appropriate cases process complaints and issue cease and desist orders against labor organizations in the building industry, it will be most inequitable for the Board at the same time to deny the labor organizations the benefits which accrue from certification." (Plumbing Contractors Association of Baltimore, 93 N. L. R. B. 177. (See also) Plumbing and Heating Contractors Association of Olean, New York, 93 N. L. R. B. 176).

In the meantime, however, its delayed recognition has resulted in a deep-seated disturbance within the construction industry, which arose by reason of the fact that the Board's policy was directed toward enforcement of the punitive portions of the Act, nevertheless withholding recourse to the beneficial. The pious expressions of the Board noted above merely point to the recognition by the Board of its own fault. Neither the Respondent nor Local 370 can draw anything but the most inconsequential solace from the Board's change of heart at such a late date.

III.

The Board's order violates the intent of Congress and represents a denial of due process of law guaranteed by the Fifth Amendment.

At the time of the execution of the collective bargaining agreement of August 16, 1947, at the time of

the discharge of Chester R. Hewes by Respondent on February 19, 1948, at the request of Local 370, and at the time the order in the instant Case was issued by the Board, the Board continued as it had since the inception of the National Labor Relations Act to abstain from asserting jurisdiction over the construction industry.

Good faith efforts were made on the part of Engineers Local 370, as well as other local unions similarly situated as signatories to the Hanford Works collective bargaining agreement, to utilize the procedures guaranteed by the Act in defense of their respective collective bargaining positions during and throughout the year 1948. The Board declined to process representation petitions by virtue of its continued refusal to assert jurisdiction over the construction industry.

The Board's order, therefore, represents the first assertion of its complete reversal of administrative policy, thereby nullifying both rights and obligations which the parties have been led to rely on by virtue of the Board's policy, as previously asserted. To this extent, therefore, the Board's order is an arbitrary and capricious exercise of its administrative authority, and is violative both of the intent of Congress and of the rights guaranteed by the Fifth Amendment of the Constitution of the United States.

CONCLUSION

It is respectfully submitted that the Board's order and findings by completely disaffirming the Board's past practice, upon which substantial rights and obligations rest, are shown to be unmindful of the intent of the Congress and improper as unsupported by sufficient evidence on the record considered as a whole.

William H. Thomas, General Counsel,
International Union of Operating Engineers,
440 Leader Building, Cleveland 14, Ohio.

William C. Robbins, of Counsel,
Local 370,
325 S. Browne St., Spokane, Washington.

September 1951.

APPENDIX

The relevant provisions of the National Labor Relations Act (Act of July 5, 1935, c. 372, 49 Stat. 449, 29 U. S. C., Secs. 151 *et seq.*) are as follows:

Unfair Labor Practices

Sec. 8. It shall be an unfair labor practice for an employer—

* * * * *

(3) By discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: *Provided,* That nothing in this Act, or in the National Industrial Recovery Act (U. S. C., Supp. VII, title 15, secs. 701-712), as amended from time to time, or in any code or agreement approved or prescribed thereunder, or in any other statute of the United States, shall preclude an employer from making an agreement with a labor organization (not established, maintained, or assisted by any action defined in this Act as an unfair labor practice) to require, as a condition of employment, membership therein, if such labor organization is the representative of the employees as provided in Section 9 (a), in the appropriate collective bargaining unit covered by such agreement when made.

Representatives and Elections

Sec. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in

such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment: * * *

(b) The Board shall decide in each case whether, in order to insure to employees the full benefit of their right to self-organization and to collective bargaining, and otherwise to effectuate the policies of this Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof.

The relevant provisions of the National Labor Relations Act, as amended (61 Stat. 136, 29 U. S. C. Supp. III, Secs. 151, *et seq.*), are as follows:

RIGHTS OF EMPLOYEES

SEC. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8 (a) (3).

UNFAIR LABOR PRACTICES

SEC. 8. (a) It shall be an unfair labor practice for an employer—

(1) To interfere with, restrain, or coerce

employees in the exercise of the rights guaranteed in Section 7; * * *

(3) By discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: *Provided,* That nothing in this Act, or in any other statute of the United States, shall preclude an employer from making an agreement with a labor organization (not established, maintained, or assisted by any action defined in Section 8 (a) of this Act as an unfair labor practice) to require as a condition of employment membership therein on or after the thirtieth day following the beginning of such employment or the effective date of such agreement, whichever is the later, (i) if such labor organization is the representative of the employees as provided in Section 9 (a), in the appropriate collective-bargaining unit covered by such agreement when made; and (ii) if, following the most recent election held as provided in Section 9 (e) the Board shall have certified that at least a majority of the employees eligible to vote in such election have voted to authorize such labor organization to make such an agreement:

* * * * *

EFFECTIVE DATE OF CERTAIN CHANGES

SEC. 102. No provision of this title shall be deemed to make an unfair labor practice any act which was performed prior to the date of the enactment of this Act which did not constitute an unfair labor practice prior thereto, and the provisions of section 8 (a) (3) and section 8 (b) (2) of the National Labor Relations Act as amended by this title shall not

make an unfair labor practice the performance of any obligation under a collective-bargaining agreement entered into prior to the date of the enactment of this Act, or (in the case of an agreement for a period of not more than one year) entered into on or after such date of enactment, but prior to the effective date of this title, if the performance of such obligation would not have constituted an unfair labor practice under section 8 (3) of the National Labor Relations Act prior to the effective date of this title, unless such agreement was renewed or extended subsequent thereto.

Hoisting and Portable Local Union No. 370-B

AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR

TO WHOM IT MAY CONCERN:

I hereby designate the INTERNATIONAL UNION OF OPERATING ENGINEERS and its subordinate Hoisting and Portable Engineers Local Union No. 370 to represent me for the purpose of collective bargaining and in any and all other situations that may arise under the operation of the National Labor Relations Act and/or with any individual employer where the provisions of the National Labor Relations Act are not invoked.

Name David C Buchanan

Street 11 - South 10th St.

City or Town Yakima

State Wash.

(It is not necessary for a Local Union, in order to be designated as a representative, to be located in the community in which controversy arises.)

Hoisting and Portable Local Union No. 370-B

AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR

TO WHOM IT MAY CONCERN:

I hereby designate the INTERNATIONAL UNION OF OPERATING ENGINEERS and its subordinate Hoisting and Portable Engineers Local Union No. 370 to represent me for the purpose of collective bargaining and in any and all other situations that may arise under the operation of the National Labor Relations Act and/or with any individual employer where the provisions of the National Labor Relations Act are not invoked.

Name Kenneth M Buck

Street Route 2

City or Town Kennewick

State Wash.

(It is not necessary for a Local Union, in order to be designated as a representative, to be located in the community in which controversy arises.)

OMP... Keith L.

Hoisting and Portable Local Union No. 370B

AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR

TO WHOM IT MAY CONCERN:

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Name Keith L. Compton

c/o Tom O'Hara Street W. 1124 - Spofford

City or Town Spokane,

State Wn.

(It is not necessary for a Local Union, in order to be designated as a representative, to be located in the community in which controversy arises.)

URTEAU, Orel

Hoisting and Portable Local Union No. 370-B

AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR

TO WHOM IT MAY CONCERN:

I hereby designate the INTERNATIONAL UNION OF OPERATING ENGINEERS and its subordinate Hoisting and Portable Engineers Local Union No. 370 to represent me for the purpose of collective bargaining and in any and all other situations that may arise under the operation of the National Labor Relations Act and/or with any individual employer where the provisions of the National Labor Relations Act are not invoked.

Name Orel Courteau

Street 2703 N. Division

City or Town Spokane

State Washington

(It is not necessary for a Local Union, in order to be designated as a representative, to be located in the community in which controversy arises.)

EWELL, Byron

Hoisting and Portable Local Union No. 370

AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR

TO WHOM IT MAY CONCERN:

I hereby designate the INTERNATIONAL UNION OF OPERATING ENGINEERS and its subordinate Hoisting and Portable Engineers Local Union No 370 to represent me for the purpose of collective bargaining and in any and all other situations that may arise under the operation of the National Labor Relations Act and/or with any individual employer where the provisions of the National Labor Relations Act are not invoked.

Name Byron Grewell

Street Rew Bldg

City or Town Pasco

State Wash

(It is not necessary for a Local Union, in order to be designated as a representative, to be located in the community in which controversy arises.)

IN

Hoisting and Portable Local Union No. 701

OF THE

INTERNATIONAL UNION OF OPERATING ENGINEERS

CITY Portland STATE Oregon

July 11 1946

GENTLEMEN: Having formed a favorable opinion of your Union, I hereby make application to become a member thereof and if accepted I agree as follows: That I will remain a member until expelled; that I will not violate any of the provisions of the Constitution, Rituals, By-Laws, Customs, Rules, or Mandates of the order; that I will not enter into or sign any individual contract of employment with any person, firm or corporation, or any contract or agreement which provides for the withdrawal of my membership from this Union; I further agree in the event of a claimed grievance against the Union to faithfully observe the procedure of, and fully accept as final the findings of the Trial Boards within the order, and I hereby expressly waive any right to institute proceedings in any court of law or equity against the Union; I further agree to conform to and abide by all laws, rules and regulations and orders stipulated in the Constitution and By-Laws, or given by those in authority.

NAME P. E. Woodward DATE OF BIRTH July 20 YEAR 1903

RESIDENCE 236 S. Central CITY Medford STATE Ore

EMPLOYED BY

I also agree to pay an entrance fee of $ 12 which shall include 2 months dues in advance. I further agree that this entrance fee shall be fully paid by 19

Recording Secretary Signature P. E. Woodward

NGSTVEDT, Harold W.

Hoisting and Portable Local Union No. 370-B

AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR

TO WHOM IT MAY CONCERN:

I hereby designate the INTERNATIONAL UNION OF OPERATING ENGINEERS and its subordinate Hoisting and Portable Engineers Local Union No. 370 to represent me for the purpose of collective bargaining and in any and all other situations that may arise under the operation of the National Labor Relations Act and/or with any individual employer where the provisions of the National Labor Relations Act are not invoked.

Name Harold W. Kongstvedt

Street

City or Town

State

(It is not necessary for a Local Union, in order to be designated as a representative, to be located in the community in which controversy arises.)

TH, Bert

Hoisting and Portable Local Union No. 370-B

AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR

TO WHOM IT MAY CONCERN:

I hereby designate the INTERNATIONAL UNION OF OPERATING ENGINEERS and its subordinate Hoisting and Portable Engineers Local Union No. 370 to represent me for the purpose of collective bargaining and in any and all other situations that may arise under the operation of the National Labor Relations Act and/or with any individual employer where the provisions of the National Labor Relations Act are not invoked.

Name Bert Smith

Street

City or Town

State

(It is not necessary for a Local Union, in order to be designated as a representative, to be located in the community in which controversy arises.)